

26.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

26.1 Performance Standards

Verizon shall provide Interconnection and unbundled Network Elements, and make its Telecommunication Services available for resale, all as set forth herein, in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations.

26.2 Performance Reporting

26.2.1 To the extent required by Appendix D ("Conditions"), Section V, "Carrier-to-Carrier Performance plan (Including Performance Measurements)," and Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of "In re Application of GTE Corporation, Transferor, and Verizon Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License, Memorandum Opinion and Order, FCC CC Docket No. 98-184, (June 16, 2000), as amended from time to time, Verizon shall provide performance measurement results to Cox.

26.2.2 Upon request by either Party, to the extent required by Applicable Law, the Parties shall negotiate in good faith any amendment to this Agreement that is required to implement an order of the Commission adopting a carrier-to-carrier service quality performance assurance plan.

27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.1 Each Party shall remain in compliance with Applicable Law federal, state, and local laws, rules and regulations in the course of performing this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

27.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of Verizon's application pursuant to Section 271(d) of the Act. In the event that any one or more of the provisions contained herein in Verizon's reasonable determination is likely to adversely affect Verizon's application pursuant to Section 271(d) of the Act, then the Parties agree to negotiate and make within 30 days only the minimum revisions that are necessary to eliminate the inconsistency or amend the application-affecting provision(s).

27.3 In the event of a change in Applicable Law that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action. If, after good faith negotiations, the Parties agree that resolution will not be reached, then the provisions of Section 28.9 concerning dispute resolution and access to a regulatory or judicial forum shall apply.

27.4 Notwithstanding anything herein to the contrary, if, as a result of any final decision, final order or final determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that Verizon is not required to furnish any Network Element, service, facility or arrangement, or to provide any benefit required to be furnished or provided hereunder, then Verizon may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such Network Element, decision, order or determination, as follows: the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element, service, facility, arrangement or benefit. Unless otherwise agreed to by the Parties (or required by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) releases to the public such final decision, determination or order that Verizon is not required to provision a particular Network Element service, facility, arrangement or benefit. The Parties agree to, upon written request, modify by amendment the terms of the Agreement to reflect the discontinuation of such Network Element, service or arrangement.

28.0 MISCELLANEOUS

28.1 Authorization

28.1.1 Verizon is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

28.1.2 Cox is a public service corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

28.1.3 Cox represents that it is a provider of Telephone Exchange Service to residential and business subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service

facilities in combination with the use of unbundled Network Elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

28.2 Independent Contractor; Disclaimer of Agency

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any governmental or legal body; strikes, work stoppages or walkouts; or delays caused by the other Party or by other service or equipment vendors; or any other acts or occurrences beyond the Party's reasonable control, in each case regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement (any of the foregoing, a "Force Majeure Event"). In such event, the nonperforming Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The nonperforming Party shall use its commercially reasonable efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease. Notwithstanding the above, in no case shall a Force Majeure Event excuse either Party from the obligation to pay money when due under this Agreement, nor require the nonperforming Party to settle any labor dispute except as the nonperforming Party, in its sole discretion, determines appropriate.

28.4 Confidentiality

28.4.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, that is furnished by one Party to the other Party and that:

(a) contains customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of directory publication or directory database inclusion, or

(b) is in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or

(c) is communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

28.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than in a commercially reasonable manner) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing or to enforce its rights hereunder (provided that the Party wishing to disclose the other Party's Proprietary Information submits the same to the Commission, the FCC or courts of competent jurisdiction, as applicable, under a request for a protective order).

28.4.3 The Parties agree that customer-specific network usage information acquired by one party solely as a result of providing services, facilities and arrangements under this Agreement is Customer Proprietary Network Information ("CPNI") as described in Section 222 of the Act. The Parties further agree to use and disclose CPNI only in accordance with Applicable Law.

28.4.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

(a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

(b) is or becomes publicly known through no wrongful act of the receiving Party; or

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the disclosing Party; or

(f) is required to be made public by the receiving Party pursuant to Applicable Law, provided that the receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the disclosing Party in order to enable the disclosing Party to seek protective orders.

28.4.5 Following termination or expiration of this Agreement, and upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

28.4.6 Notwithstanding any other provision of this Agreement, the provisions of this Section 28.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

28.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and insofar as and to the extent federal law may apply, federal law will control.

28.6 Taxes

28.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

28.6.2 Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with Section 28.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

28.6.3 Taxes Imposed on Customers With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

28.6.4 Liability for Uncollected Tax, Interest and Penalty If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 28.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by Section 28.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section

28.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

28.6.5 Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 28.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

28.6.6 If any discount or portion of a discount in price provided to Cox under this Agreement (including, but not limited to, a wholesale discount provided for in Exhibit A) is based on anticipated Tax savings to Verizon because it was anticipated that receipts from sales of Verizon services that would otherwise be subject to a Tax on such receipts could be excluded from such Tax under Applicable Law because the Verizon services would be sold to Cox for resale, and Verizon is, in fact, required by Applicable Law to pay such Tax on receipts from sales of Verizon services to Cox, then, as between Verizon and Cox, Cox shall be liable for, and shall indemnify and hold harmless Verizon against (on an after-tax basis), any such Tax and any interest and/or penalty assessed by the applicable taxing authority on either Cox or Verizon with respect to the Tax on Verizon's receipts.

28.6.7 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 28.6, shall be made in writing and shall be delivered in person or

sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 28.10 as well as to the following:

To Verizon: Tax Administration
Verizon Corporation
1095 Avenue of the Americas
Room 3109
New York, NY 10036

To Cox: Mr. Greg Cox
Director of Taxes
Cox Communications, Inc.
1400 Lake Hearn Drive, NE
Atlanta, GA 30319

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 28.6. Any notice or other communication shall be deemed to be given when received.

28.7 Assignment

Neither Party may assign this Agreement or any of its rights or obligations hereunder to a third party without the written consent of the other Party which shall not be unreasonably withheld; provided, however, that either Party may assign this Agreement to an affiliate, with the other Party's prior written consent, upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement and that the proposed assignee is in good standing with the other Party. Any assignment or delegation in violation of this subsection 28.7 shall be void and ineffective and constitute a default of this Agreement. For the purposes of this Section, the term "affiliate" shall mean any entity that controls, is controlled by, or is under common control with the assigning Party.

28.8 Billing and Payment; Disputed Amounts

28.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services, facilities or arrangements provided hereunder. Payment of amounts billed under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on the later of (a) thirty (30) days following the date of such statement, or (b) twenty (20) days from the date of receipt of such statement.

28.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

28.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

28.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.8.4, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to Section 28.8.4, then either Party may file a complaint with the Commission or may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction to resolve such issues.

28.8.6 The Parties agree that all negotiations pursuant to this Section 28.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.8.7 Charges which are not paid by the due date stated on Verizon's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by Verizon which shall not exceed a rate of one and one half percent (1 1/2%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

28.9 Dispute Resolution

28.9.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance.

28.9.2 If the Parties are unable to resolve the dispute by good faith negotiation between the Parties within forty-five (45) days after written notification and description of the dispute, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.9.3 If the Parties are unable to resolve issues related to the dispute within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.9.2, or if either Party fails to appoint a designated representative within sixty (60) days of the notification referred to Section 28.9.2, then either Party may file a complaint with the Commission or may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction or proceed with any other remedy pursuant to law or equity, to resolve such issues .

28.9.4 The Parties agree that all negotiations pursuant to this Section 28.9 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.10 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To Cox:

Jill N. Butler
Vice President, Regulatory Affairs
Cox Virginia Telcom, Inc.

225 Clearfield Avenue
Virginia Beach, VA 23462
Fax: 757/369-4500

with a copy to:

Suzanne L. Howard
Manager, Regulatory Affairs
Cox Communications
1400 Lake Hearn Drive
Atlanta, GA 30319
Fax: 404/847-6064

To Verizon:

Director - Interconnection Services
Verizon Telecom Industry Services
1095 Avenue of the Americas
Room 1423
New York, NY 10036
Facsimile: 212/704-4381

with copies to:

General Counsel
Verizon Virginia Inc.
600 E. Main Street
Richmond, VA 23261
Facsimile: 804/772-3747

Associate General Counsel – Telecom
1515 N. Court House Road
5th Floor
Arlington, VA 22201
Facsimile: 703/351-3664

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

28.11 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

28.12 No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

28.13 No Licenses

28.13.1 Nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

28.13.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

28.13.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

28.13.4 Cox agrees that the rights granted by Verizon hereunder shall, where applicable, be subject to the same restrictions, if any, contained in any current software license agreements between Verizon and Verizon's software vendors. Verizon agrees to advise Cox, directly or through a third party, of any such restrictions that extend

beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions ("Ancillary Restrictions") and that may directly and adversely affect Cox's authorized use of facilities, arrangements, or services supplied by Verizon hereunder for Cox's provision of local exchange services in the Commonwealth of Virginia. Cox acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to Cox. Verizon agrees to advise Cox, directly or through a third party, of such additional terms or conditions or separate licensing requirements that may affect Cox's provision of local exchange services in the Commonwealth of Virginia. To the extent Verizon's rights to use such third party licenses impose Ancillary Restrictions or impose separate licensing requirements that may directly and adversely affect Cox's authorized use of facilities, arrangements, or services supplied by Verizon hereunder for Cox's provision of local exchange services in the Commonwealth of Virginia, in accordance with Applicable Law, Verizon will at Cox's request and at Cox's expense, renegotiate such licenses for Cox's benefit to cover use by Cox and will, in those negotiations, exercise best efforts as commercially practical, to obtain licensing for Cox on terms and at rates similar to or the same as those obtained by Verizon.

28.14 Technology Upgrades

Notwithstanding any other provision of this Agreement, either Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate Cox's ability to provide service using certain technologies. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

28.15 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (including, without limitation, the obligation to pay amounts owed hereunder (to include indemnification obligations) and the obligation to protect the other Party's Proprietary Information) shall survive the termination or expiration of this Agreement.

28.16 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs and other documents or instruments referred to herein that are incorporated into this Agreement by this reference constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any and all prior understandings, proposals and other communications, oral or written regarding such subject matter.

Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

28.17 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

28.18 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

28.19 Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

28.20 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

28.21 Cooperation With Law Enforcement

Verizon may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by Verizon hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. Verizon shall not have the obligation to inform the Customers of Cox of such law enforcement requests, except to the extent required by Applicable Law. Verizon will inform Cox of such law enforcement requests, unless an appropriate governmental authority requests that notice to Cox be withheld, or such disclosure is otherwise inconsistent with Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing

lines, Verizon may take measures to prevent CLECs from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. Verizon will not be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by Verizon to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise, provided such actions or failure to act pertain solely to Verizon's efforts in cooperating with law enforcement. To the extent that such law enforcement requests may involve services provided by Cox, the above shall apply to Cox.

28.22 CLEC Certification

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as Cox has obtained a Certificate of Public Convenience and Necessity (CPCN) or such other Commission authorization as may be required by law as a condition for conducting business in Virginia as a local exchange carrier.

28.23 Section 252(i) Obligations

28.23.1 To the extent required by Applicable Law, Verizon shall make available without unreasonable delay to Cox any individual Interconnection, service, or Network Element arrangement contained in any agreement to which Verizon is a party that is approved by the Commission pursuant to section 252 of the Act, upon the same rates, terms, and conditions as those provided in the agreement.

28.23.2 The obligations of this section shall not apply where:

(a) The costs of providing a particular Interconnection, service, or Network Element arrangement to Cox are greater than the costs of providing it to the telecommunications carrier that originally negotiated the agreement, or

(b) The provision of a particular Interconnection, service, or Network Element arrangement to Cox is not technically feasible.

28.23.3 To the extent required by Applicable Law, individual Interconnection, service, or Network Element arrangements shall remain available for use by Cox pursuant to this section for a reasonable period of time after the approved agreement is available for public inspection under section 252(f) of the Act.

28.23.4 To the extent that the exercise by Cox of any rights it may have under Section 252(i) results in the rearrangement of facilities by Verizon, Cox shall pay Verizon all nonrecurring charges associated therewith at the rates set forth in Exhibit A of the contract specified by Cox under Section 252(i). If Verizon gives notice to Cox that the rearrangement of facilities by Verizon will entail costs that Verizon would not recover under the rates set forth in Exhibit A of the contract specified by Cox under Section 252(i), the parties will negotiate Cox's reimbursement of Verizon for those costs prior to the rearrangement of facilities by Verizon.

28.23.5 If Cox wishes to exercise any rights it may have under Section 252(i), Cox shall provide written notice thereof to Verizon. Upon Verizon's receipt of said notice, the Parties shall amend this Agreement so that it provides for the same rates, terms and conditions for the interconnection, service, or network element that Cox has elected to adopt as are set forth in the interconnection agreement under which Cox has made such election (the "Other Agreement"), as well as all of the rates, terms and conditions from the Other Agreement that are legitimately related to such interconnection, service, or network element that has been adopted by Cox, in each case for the remainder of the term of the Other Agreement and in accordance with Applicable Law. If a dispute should arise under this section 28.22, the dispute resolution provisions of section 28.9 shall apply, but the intervals set forth in section 28.9 shall be shortened by 20 days.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of _____, 2002.

Cox Virginia Telcom, Inc.

Verizon Virginia Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

LIST OF SCHEDULES AND EXHIBITS

Schedules

Schedule 4.1	Network Interconnection Schedule
Schedule 4.2	Interconnection Points for Different Types of Traffic
Schedule 5.6	Applicable Factors
Schedule 11.4	Access to Network Interface Device
Schedule 11.5	Unbundled Switching Elements
Schedule 11.7	Operations Support Systems

Exhibits

Exhibit A	Detailed Schedule of Itemized Charges
Exhibit B	Network Element Bona Fide Request

SCHEDULE 4.1

NETWORK INTERCONNECTION SCHEDULE

INTERCONNECTION POINTS (IPs) AS OF EFFECTIVE DATE:

LATA: 252 (NORFOLK, VA)

Verizon IP(s):	Cox IP(s):
NRFLVABS52T	NRFLVAJTDS0
NWNWVANDDS0	NWNWVACRDS0
NWNWVAHUDS0	
NWNWVAHVDS0	
HMPNVADCDS0	
VRBHVACCDSD0	
VRBHVAVBDS0	
HMPNVAABDS0	
NRFLVABLDS0	
NRFLVABSDS0	
NRFLVAGSCS0	
VRBHVAGNDS0	
VRBHVAILDS0	
VRBHVAIKDS0	
VRBHVAPTCG0	
VRBHVARCDS0	
NRFLVASPDS0	
NRFLVAWCDS0	
HMPNVAWDDS0	
NWNWVAYKDS0	
NWNWVAJFDS0	
HMPNVAONDS0	
CHSKVACDDSD0	
PTMOVAHSDSD0	
ONNCVAONDS0	
WLBBGVAWMDS0	
CHSKVADCDS0	
PTMOVAHFDS0	
CHSKVAGUDSD0	
SFFLVASKDS0	

LATA: 248 (RICHMOND, VA)

Verizon IP(s):	Cox IP(s):
PRFRVAPFDS0	PRFRVAHVA
RCMDVAGRDS0	

IMPLEMENTATION SCHEDULE FOR ADDITIONAL LATAs:

LATA: _____

Verizon IP(s):	Cox IP(s):	Implementation Dates(s):

SCHEDULE 4.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Reciprocal Compensation Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Section 4 of the main body of the Agreement.

2. For the termination of Meet Point Billing Traffic from an IXC to:

(a) Cox, at the Cox-IP in LATA in which the Traffic is to terminate.

(b) Verizon, at the Verizon-IP in LATA in which the Traffic is to terminate.

3. For 911/E911 traffic originated on Cox's network, at the PSAP in areas where only Basic 911 service is available, or at the Verizon 911/E911 Tandem Office serving the area in which the Cox Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

4. For BLV/BLVI traffic, at the terminating Party's operator services Tandem Office.

5. For SS7 signaling originated by:

(a) Cox, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Reciprocal Compensation or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Verizon Supplement Common Channel Signaling Network Interface Specification (Verizon 905).

(b) Verizon, at mutually agreed-upon SPOIs in the LATA in which the Reciprocal Compensation or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and Verizon-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

6. For toll free service access code (e.g., 800/888/877/866) database inquiry traffic, at any Verizon Signaling Transfer Point in the LATA in which the originating Cox

Wire Center is located, over a CCSAC link. Alternatively, Cox may elect to interconnect through a commercial SS7 hub provider.

7. For Line Information Database ("LIDB") inquiry traffic, at any Verizon Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, Cox may elect to interconnect through a commercial SS7 hub provider.

8. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party's network.

SCHEDULE 5.6

APPLICABLE FACTORS for Virginia

Traffic Factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	Traffic Factor 1 (%)	Traffic Factor 2 (%)
Verizon	Cox	ALL	0	98
Cox	Verizon	ALL	0	99

COX BILLING CONTACT NAME: _____

COX BILLING CONTACT NUMBER: _____

COX BILLING CONTACT ADDRESS: _____

VERIZON BILLING CONTACT NAME: _____

VERIZON BILLING CONTACT NUMBER: _____

VERIZON BILLING CONTACT ADDRESS: _____

Cox ACNA to be used when ordering Interconnections Trunks: _____

Cox CIC to be used when ordering Interconnection Trunks: _____

VERIZON ACNA to be used when ordering Interconnections Trunks: _____

VERIZON CIC to be used when ordering Interconnection Trunks: _____

SCHEDULE 11.4

ACCESS TO NETWORK INTERFACE DEVICE

1. Subject to the conditions set forth in the Agreement and at Cox's request, Verizon will permit Cox to connect a Cox loop to the deregulated inside wire of a Customer's premises through the use of a Verizon NID in the manner set forth in this Schedule 11.4. Cox may access a Verizon NID either by means of a cross connect (but only if the use of such cross connect is technically feasible) from an adjoining Cox NID deployed by Cox or, if an entrance module is available in the Verizon NID, by connecting a Cox loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to the deregulated inside wire of a Customer's premises. An entrance module is available only if facilities are not connected to it. The Customer will be responsible for resolving any conflicts between service providers for access to the Customer's premises and the deregulated inside wire.

2. In no case shall Cox access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.

3. In no case shall Cox access, remove, disconnect or in any other way rearrange the deregulated inside wire of a Customer's premises from Verizon's NIDs, enclosures, or protectors where such Customer inside wire is used in the provision of ongoing telecommunication service to that Customer.

4. In no case shall Cox remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

5. In no case shall Cox remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

6. *Maintenance and control of deregulated inside wire is the responsibility of the Customer. Any conflicts between service providers for access to the deregulated inside wire must be resolved by the Customer.*

7. When Cox is not connecting a Cox Loop to the deregulated inside wire of a Customer's premises through the Customer's side of the Verizon NID, Cox does not need to submit a request to Verizon and Verizon shall not charge Cox for access to the Verizon NID. In such instances, Cox shall comply with the provisions of Paragraphs 2-6 of this Schedule 11.4 and shall access the deregulated inside wire in the manner set forth in Paragraph 7 of this Schedule 11.4. Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Cox may access the deregulated inside wire, acting as the agent of the Customer, by any of the following means:

(A) Where an adequate length of deregulated inside wire is present and environmental conditions permit, requesting carrier (i.e., Cox or Cox's agent, the building owner, or the Customer) may remove the deregulated inside wire from the Customer's side of the Verizon NID and connect that wire to Cox's NID;

(B) Where an adequate length of deregulated inside wire is not present or environmental conditions do not permit, Cox may enter the Customer side of the Verizon NID enclosure for the purpose of removing the deregulated inside wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the deregulated inside wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(C) Cox may request Verizon to make other rearrangements to the deregulated inside wire terminations or terminal enclosure on a time and materials basis to be charged to the requesting party (*i.e.* Cox, its agent, the building owner or the Customer). If Cox accesses the deregulated inside wire of the Customer's premises as described in this Paragraph 7(C), time and materials charges will be billed to the requesting party (*i.e.* Cox, its agent, the building owner or the Customer) at the rates set forth in Exhibit A.

SCHEDULE 11.5

UNBUNDLED SWITCHING ELEMENTS

Local Switching

The unbundled local Switching Elements include Line Side and Trunk Side facilities (e.g. line and Trunk Side Ports such as analog and ISDN Line Side Ports and DS1 Trunk Side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (which provides the same basic capabilities made available to Verizon's Customers, including connection between a loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to routing tables, 911, operator services, and directory assistance), line and line group features (including but not limited to all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing, usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card), as well as any technically feasible customized routing functions provided by the switch.

Verizon shall offer, as an optional chargeable feature, daily usage tapes. Cox may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. Cox may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of Cox to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

Verizon shall not be required to unbundle local circuit switching for Cox when Cox serves end-users with four or more voice grade (DS0) equivalents or lines, and Verizon's local circuit switches are located in:

(i) The top 50 Metropolitan Statistical Areas as set forth in Appendix B of the *Third Report and Order and Fourth Further Notice of Proposed Rulemaking* in CC Docket No. 96-98, and

(ii) In Density Zone 1, as defined in § 69.123 on January 1, 1999.

Tandem Switching

The unbundled tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches, including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features. Unbundled tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon Access Tandem for the purpose of routing a call or calls.

Packet Switching

Verizon warrants that it is not obligated to provide nondiscriminatory access to unbundled packet switching under Applicable Law. If Verizon becomes obligated to provide such access, Verizon will promptly notify Cox. The terms, conditions and prices for unbundled packet switching (including, but not limited to, the terms and conditions defining the unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of Verizon (a "Verizon UNE Tariff"). Notwithstanding the foregoing, the Parties will, upon written request, negotiate in good faith an amendment to this Agreement that includes additional terms and conditions for unbundled packet switching (including, but not limited to, the terms and conditions defining unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms and conditions for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law. In the absence of a Verizon UNE Tariff, prior to Verizon's provision of such unbundled packet switching, the Parties will negotiate in good faith an amendment to the Interconnection Agreement so that the Interconnection Agreement includes terms, conditions and prices for the unbundled packet switching (including, but not limited to, the terms and conditions defining unbundled packet switching and stating when and where unbundled packet switching will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with Applicable Law.

SCHEDULE 11.7

OPERATIONS SUPPORT SYSTEMS

1. VERIZON OSS SERVICES

1.1 Definitions

As used in the Schedule 11.7, the following terms shall have the meanings stated below:

1.1.1 "Verizon Operations Support Systems" means Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 "Verizon OSS Services" means access to Verizon Operations Support Systems functions. The term "Verizon OSS Services" includes, but is not limited to: (a) Verizon's provision of Cox Usage Information to Cox pursuant to Section 1.3 below; and, (b) "Verizon OSS Information", as defined in Section 1.1.4 below. As used in this Schedule, Verizon OSS functions include the OSS functions used for Cox's provision of Exchange Service using Verizon's Resale and unbundled Network Elements, as well as those OSS functions needed by Cox associated with its migration of a Customer from Verizon to Cox's facilities-based Exchange Service, including: access to customer service records, Customer loop disconnect, Customer intercept referral, directory listings and E911 ALI database updates, as well as migration-related LNP activation.

1.1.3 "Verizon OSS Facilities" means any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to Cox.

1.1.4 "Verizon OSS Information" means any information accessed by, or disclosed or provided to, Cox through or as a part of VerizonOSS Services. The term "Verizon OSS Information" includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a Cox Customer accessed by, or disclosed or provided to, Cox through or as a part of Verizon OSS Services; and, (b) any Cox Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, Cox.

1.1.5 "Verizon Retail Telecommunications Service" means any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term "Verizon Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.

1.1.6 "Cox Usage Information" means the usage information for a Verizon Retail Telecommunications Service purchased by Cox under this Agreement that Verizon would

record if Verizon was furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.

1.1.7 "Customer Information" means CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

1.2 VERIZON OSS Services

1.2.1 Upon request by Cox, Verizon shall provide to Cox, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.

1.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, and in accordance with the Verizon Change Management Process then in effect, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of Cox, provided, however, that Verizon shall provide notice of system or interface modification subject to section 251(c)(5) disclosure requirements. In addition, once per quarter, Verizon will provide a long term forecast covering the next six to nine months including high level estimates of when Verizon intends to release, upgrade or retires its various operational support systems. At the same time, Verizon will provide a nearer term outlook with a high level description of the items to be released in the next three to four months.

13 Cox Usage Information

1.3.1 Upon request by Cox, Verizon shall provide to Cox, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Cox Usage Information.

1.3.2 Cox Usage Information will be available to Cox through the following:

- (a) Daily Usage File on Data Tape.
- (b) Daily Usage File through Network Data Mover ("NDM").
- (c) Daily Usage File through Centralized Message Distribution System ("CMDS").

1.3.3.1 Cox Usage Information will be provided in a Telcordia Exchange Message Records ("EMR") format.

1.3.3.2 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by Verizon.

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Cox Usage Information will be provided to Cox shall be determined by Verizon.

1.4 Summary of Verizon OSS Functions

Verizon shall provide access to the following functions via Verizon OSS, and absent Verizon OSS, via Verizon Pre-OSS:

1.4.1 Pre-Ordering

For the purpose of this Schedule, pre-ordering functions shall include Cox's ability to:

- (a) view features and services available at a valid service address (as applicable);
- (b) obtain access to Verizon Customer proprietary network information (CPNI) and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity;
- (c) reserve a telephone number (if the Customer does not have one assigned) with the Customer on-line;
- (d) obtain service availability dates for the Customer for services not subject to standard intervals;
- (e) query the status of the work request(s), which require dispatch of a Verizon Service Technician, associated with a specified service order number and circuit ID;
- (f) obtain Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA;
- (g) verify service address;
- (h) process an inquiry to qualify facilities prior to placing an order.

In addition, the Pre-ordering functions include Loop qualification information as described in Section 11.3.8

1.4.2 Ordering and Provisioning

For the purpose of this Schedule, ordering and provisioning functions shall include Cox's ability to:

(a) submit service requests/orders using order formats as defined by the Ordering and Billing Forum (OBF) as available, or industry guidelines;

(b) receive firm order confirmation with purchase order number, telephone number (if applicable), service order number and due date;

(c) obtain provisioning status;

(d) obtain service order status, including order completion date.

1.4.3 Maintenance

For the purpose of this Schedule, maintenance functions shall include Cox's ability to:

(a) issue trouble tickets;

(b) obtain trouble ticket status;

(c) view trouble history;

(d) close trouble tickets.

1.5 Access to and Use of Verizon OSS Facilities

1.5.1 Verizon OSS Facilities may be accessed and used by Cox only to the extent necessary for Cox's access to and use of Verizon OSS Services pursuant to the Agreement.

1.5.2 Verizon OSS Facilities may be accessed and used by Cox only to provide Telecommunications Services to Cox Customers.

1.5.3 Cox shall restrict access to and use of Verizon OSS Facilities to Cox. This Schedule 11.7 does not grant to Cox any right or license to grant sublicenses to other persons, or permission to other persons (except Cox's employees, agents and contractors, in accordance with Section 1.5.7 below), to access or use Verizon OSS Facilities.

1.5.4 Cox shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through

Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for Cox's use under this Schedule 11.7.

1.5.5 Without waiving its legal rights or remedies Cox shall comply with all practices and procedures established by Verizon and posted by Verizon on Verizon's website, www.bell-atl.com/wholesale for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

1.5.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by Cox only in connection with Cox's use of Verizon OSS Facilities permitted by this Schedule 11.7; (c) shall be treated by Cox as Confidential Information of Verizon pursuant to subsection 28.4 of the Agreement; and, (d) shall be destroyed or returned by Cox to Verizon upon the earlier of request by Verizon or the expiration or termination of the Agreement.

1.5.7 Cox's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for Cox's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of VerizonOSS Facilities by Cox's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, subsection 28.4 thereof and Sections 1.5.6 and 1.6.3.3 of this Schedule 11.7.

1.6 Verizon OSS Information

1.6.1 Subject to the provisions of this Schedule 11.7 and Applicable Law, Verizon grants to Cox a non-exclusive license to use Verizon OSS Information.

1.6.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Schedule 11.7, Cox shall acquire no rights in or to any Verizon OSS Information.

1.6.3.1 The provisions of this Section 1.6.3 shall apply to all Verizon OSS Information, except (a) Cox Usage Information, (b) CPNI of Cox, and (c) CPNI of a Verizon Customer or a Cox Customer, to the extent the Customer has authorized Cox to use the Customer Information.

1.6.3.2 VerizonOSS Information may be accessed and used by Cox only to provide Telecommunications Services to Cox Customers.

1.6.3.3 Cox shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS

Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to subsection 28.4 of the Agreement.

1.6.3.4 Except as expressly stated in this Schedule 11.7, this Agreement does not grant to Cox any right or license to grant sublicenses to other persons, or permission to other persons (except Cox's employees, agents or contractors), in accordance with Section 1.6.3.5 below, to access, use or disclose Verizon OSS Information.

1.6.3.5 Cox's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for Cox's access to, and use and disclosure of, Verizon OSS Information permitted by this Schedule 11.7. Any access to, or use or disclosure of, Verizon OSS Information by Cox's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, subsection 28.4 of the Agreement and Section 1.6.3.3 above.

1.6.3.6 Cox's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by Cox to provide Telecommunications Services to Cox Customers; (b) termination of the license in accordance with this Schedule 11.7; or (c) expiration or termination of the Agreement.

1.6.3.7 All Verizon OSS Information received by Cox shall be, destroyed or returned by Cox to Verizon, upon expiration, suspension or termination of the license to use such Verizon OSS Information.

1.6.4 Unless sooner terminated or suspended in accordance with the Agreement or this Schedule 11.7 (including, but not limited to, subsection 22.3 of the Agreement and Section 1.7.1 below), Cox's access to VerizonOSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.

1.6.5 Cox acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time.

1.7 Liabilities and Remedies

1.7.1 Any breach by Cox, or Cox's employees, agents or contractors, of the provisions of Sections 1.5 or 1.6 above shall be deemed a material breach of the Agreement. In addition, if Cox or an employee, agent or contractor of Cox at any time breaches a provision of Sections 1.5 or 1.6 above, then, except as otherwise required by Applicable Law and in accordance with Section 22.5, Verizon shall have the right, upon notice to Cox, to suspend the license to use Verizon OSS Information granted by Section 1.6.1 above and/or the provision of Verizon OSS Services, in whole or in part.

1.7.2 Cox agrees that Verizon would be irreparably injured by a breach of Sections 1.5 or 1.6 above by Cox or the employees, agents or contractors of Cox, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.8 Relation to Applicable Law

The provisions of Sections 1.5, 1.6 and 1.7 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or VerizonCustomers provided by Applicable Law.

1.9 Cooperation

Cox, at Cox's expense, shall reasonably cooperate with Verizon in using Verizon OSS Services. Such cooperation shall include, but not be limited to, the following:

1.9.1 Upon request by Verizon, Cox shall submit to Verizon reasonable, good faith estimates of the types of transactions or use of VerizonOSS Services that Cox anticipates.

1.9.2 Cox shall reasonably cooperate with Verizon in submitting orders and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.

1.9.3 Cox shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

1.9.5 Verizon will provide technical support to Cox for its use of Verizon OSS. In addition, and in accordance with Verizon's Change Management Process, Verizon will provide immediate and direct notification to Cox in the event of customer-affecting and/or end user-affecting Verizon OSS and interface troubles or modifications. The Parties will establish interface contingency plans and disaster recovery plans for the pre-ordering, ordering, provisioning and maintenance functions.

1.10 Verizon Access to Information Related to Cox Customers

1.10.1 Verizon shall have the right to access, use and disclose information related to Cox Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS

Facilities) only to the extent such access, use and/or disclosure has been authorized by the Cox Customer in the manner required by Applicable Law, in order to permit Cox Customers to transfer service to Verizon, and for such other purposes as may be required by Applicable Law. In addition, upon obtaining such authorization from Cox's customer, Verizon shall be afforded access to applicable customer proprietary network information possessed by Cox, including: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and pending service order activity. Ordering and trouble referral functions are also available to Verizon in a manual mode (telephone call and/or facsimile) through Cox's Customer Service Center.

2. VERIZON PRE-OSS SERVICES

2.1 As used in this Schedule 11.7, "Verizon Pre-OSS Service" means a service which allows the performance of an activity which is comparable to an activity to be performed through a Verizon OSS Service and which Verizon offers to provide to Cox prior to, or in lieu of, Verizon's provision of the Verizon OSS Service to Cox. The term "Verizon Pre-OSS Service" includes, but is not limited to, the activity of placing orders for Verizon Retail Telecommunications Services through a telephone facsimile communication, as well as the OSS functions summarized in subsection 1.4. Where Verizon OSS functions for pre-ordering, ordering or maintenance and repair processes are available via Verizon OSS, Cox will use Verizon OSS. Where Verizon OSS functions for pre-ordering, ordering or maintenance and repair processes are not available via Verizon OSS, Cox will use Verizon Pre-OSS. If Verizon Pre-OSS functions are provided, and Verizon subsequently develops Verizon OSS access for pre-ordering, ordering or maintenance and repair to be accessed via Verizon OSS for any CLEC, Verizon shall make such capability available to Cox on a nondiscriminatory basis and Cox shall use such Verizon OSS and discontinue its use of VerizonPre-OSS.

2.2 Subject to the requirements of Applicable Law, the Verizon Pre-OSS Services that will be offered by Verizon shall be as determined by Verizon and Verizon shall have the right to change VerizonPre-OSS Services, from time-to-time, without the consent of Cox.

2.3 Subject to the requirements of Applicable Law, the prices for Verizon Pre-OSS Services shall be as determined by Verizon and shall be subject to change by Verizon from time-to-time.

2.4 The provisions of Sections 1.5 through 1.9 above shall also apply to Verizon Pre-OSS Services. For the purposes of this Section 2.4: (a) references in Sections 1.5 through 1.9 above to Verizon OSS Services shall be deemed to include Verizon Pre-OSS Services; and, (b) references in Sections 1.5 through 1.9 above to Verizon OSS Information shall be deemed to include information made available to Cox through Verizon Pre-OSS Services.

3. RATES AND CHARGES

The prices for the foregoing services shall be as set forth in Verizon's Tariffs or, in the absence of an applicable Verizon Tariff price, in Exhibit A or, if not set forth in either, as may be determined by Verizon from time to time. If Verizon at any time offers another operations support service the prices for which are not stated in Verizon's Tariffs or Exhibit A, Verizon shall have the right to revise Exhibit A to add such prices.

4. TRAINING

4.1 Verizon shall provide Cox Verizon OSS user education classes. Classes shall be in train-the-trainer format to enable Cox to devise its own course work for its own employees. Classes will be held at Verizon's facilities. Charges will apply for each class. Schedules will be made available upon request and are subject to change, with class lengths varying.

4.2 In accordance with Verizon's Change Control Process, Verizon will provide to Cox, at no additional cost, supplemental Verizon OSS information, which may or may not be included in classroom training, needed by Cox as a result of Verizon OSS system or software version upgrades.